

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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No. 1:04-cv-02405

VS.

REXNORD CORPORATION, AMES  
SUPPLY CO., THE MOREY  
CORPORATION, SCOT INCORPORATED,  
LINDY MANUFACTURING CO.,  
PRECISION BRAND PRODUCTS, INC.,  
TRICON INDUSTRIES, INC.,  
MAGNETROL INTERNATIONAL, INC.,  
ARROW GEAR COMPANY, BISON GEAR  
& ENGINEERING CORPORATION,  
THE FAIRCHILD CORPORATION,  
LOVEJOY, INC., PRINCIPAL  
MANUFACTURING CORP., and  
RHI HOLDINGS, INC.

**TO:** All “**Class Members**” in the above-referenced case, who are defined as “all persons who currently, or in the past, own(ed) or reside(d), on property within the area generally bounded by Wisconsin to the north, 63<sup>rd</sup> Street to the south, Dunham Street to the east, and Interstate 355 to the west (provided however, the specific class area is more particularly described on the map attached hereto as Exhibit “A” and by the legal description which is attached as Exhibit “B” hereto) whose properties have been impacted, or a threat exists that it will be impacted, by hazardous substances released within the Ellsworth Industrial Park.”

If you are a "CLASS MEMBER", YOU MAY BE ENTITLED TO PROCEEDS OF A SETTLEMENT THAT HAS BEEN REACHED IN THE ABOVE-REFERENCED CASE.

IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS, YOU MUST  
COMPLETE AND SIGN THE PROOF OF CLAIM INCLUDED WITH THIS NOTICE, AND  
MAIL IT BY FIRST CLASS MAIL, **POSTMARKED NO LATER THAN NOVEMBER 3, 2006**

TO:

Bill Robins III, Settlement Administrator  
Heard, Robins, Cloud & Lubel, L.L.P.  
300 Paseo de Peralta, Suite 200  
Santa Fe, New Mexico 87501

FAILURE TO SUBMIT YOUR PROOF OF CLAIM AND RELEASE BY **NOVEMBER 3, 2006** WILL SUBJECT YOUR PROOF OF CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY OR OTHER BENEFITS IN CONNECTION WITH THE SETTLEMENT. DO NOT MAIL OR DELIVER YOUR PROOF OF CLAIM TO THE COURT. ANY SUCH PROOF OF CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR PROOF OF CLAIM ONLY TO THE SETTLEMENT ADMINISTRATOR. YOU WILL BEAR ALL RISKS OF DELAY OR NON-DELIVERY OF YOUR PROOF OF CLAIM.

**PLEASE READ THIS NOTICE CAREFULLY.**

Plaintiffs, Ann and Ed Muniz and Joseph and Diane Shroka (the "Class Representatives") have filed the above-captioned lawsuit (the "Lawsuit") against Defendants, Ames Supply Co., Arrow Gear Company, Bison Gear & Engineering Corporation, The Fairchild Corporation, Lindy Manufacturing Co., Lovejoy, Inc., Magnetrol International, Inc., The Morey Corporation, Precision Brand Products, Inc., Principal Manufacturing Corp., Rexnord Corporation, RHI Holdings, Inc., Scot, Incorporated, and Tricon Industries, seeking damages and other relief on behalf of the class that has been certified in this matter concerning alleged environmental contamination in the Class Area. The Class Representatives have entered into a Settlement Agreement and Limited Release ("Settlement Agreement") with Ames Supply Co., Arrow Gear Company, Bison Gear & Engineering Corporation, The Fairchild Corporation, Lindy Manufacturing Co., Lovejoy, Inc., Magnetrol International, Inc., The Morey Corporation, Precision Brand Products, Inc., Principal Manufacturing Corp., Rexnord Corporation, RHI Holdings, Inc., Scot, Incorporated, and Tricon Industries (collectively referred to below as the "Settling Defendants") that resolves all of the claims asserted

by the Class Representatives in the Lawsuit. Because this case has been certified as a class action, judicial approval of the Settlement Agreement in the Lawsuit is necessary. On September 6, 2006, the Court entered an order in the Lawsuit granting preliminary approval of the Settlement Agreement, directing that this Notice of Proposed Settlement and the Proof of Claim attached hereto be sent to the Class, and setting this matter for a hearing on the final approval of the Settlement Agreement.

You are being sent this Notice because you may be a member of the Class. This Notice explains the general terms of the settlement and affords you an opportunity to be heard regarding the final approval of the settlement. This Notice also provides you with a Proof of Claim so that you may receive any Class Payments to which you are entitled.

#### **THE PROPOSED SETTLEMENT**

The Class Representatives and the Settling Defendants have agreed to the settlement described below. IF THE SETTLEMENT IS APPROVED, ALL ELIGIBLE CLASS MEMBERS WILL RECEIVE A CLASS PAYMENT UNDER THE SETTLEMENT AS DESCRIBED BELOW.

The Class Representatives and Class Counsel believe that this Settlement is fair, reasonable, and in the best interest of the Class. The Court has determined, preliminarily, that the Settlement is fair, reasonable, and in the best interest of the Class, subject to the hearing on the final approval of the Settlement.

The main terms of the Settlement are as follows:

**Total Settlement Benefits:** The Settling Defendants agree to provide settlement benefits to the Class with a total value of Fifteen Million Seven Hundred Fifty Thousand Dollars (\$15,750,000.00) (the "Settlement Total"). The settlement does not relieve the Settling Defendants of any obligations they may have in connection with proceedings initiated by the IEPA and USEPA.

**Payments to Class Counsel and the Representative Plaintiffs:** Subject to approval by the Court, approximately 31.75% of the Settlement Total, plus all expenses reasonably incurred by Class Counsel in prosecuting this Lawsuit and distributing the Class Payments, shall be paid to Class Counsel. In addition to the Class Payments described below, Fifty Thousand Dollars (\$50,000.00) shall be paid to Ann Muniz and Ed Muniz as Class Representatives and Twenty-Five Thousand Dollars (\$25,000.00) shall be paid to Joseph Shroka and Diane Shroka as Class Representatives in consideration of their assumption and diligent performance of the duties and responsibilities of class representatives and the extensive time and effort they expended communicating with the Class and with Class Counsel.

**Payments to the Class:** The balance of the Settlement Total, after the payment of attorneys' fees and costs, and the payments to the Class representatives described above (the balance being the "Class Payments"), shall be allocated to the Class Members as Category I payments, Category II payments and Category III payments as follows:

**Category I payments:**

"Category I payments" shall refer to payments for damages for any and all claims set forth in the Second Amended Complaint except for those damages covered by Category II and Category III payments.

Category I payments shall be allocated to those persons who comply with the Category I claim provisions, who were the owners of residential properties within the Class Area, and who satisfy the following requirements ("Category I requirements") fully or in part: (1) continuously owned and resided at the residence from July 1, 2001 to June 30, 2003; (2) a private well was the only domestic water source for the residence from July 1, 2001 to June 30, 2003; and (3) the residence was connected to a public water supply as a result of the contamination arising from the

Ellsworth Industrial Park, and such connection took place after June 30, 2003.

The Category I payments shall be divided among the following groups:

**Group A:** This group includes the owners of those residences who fully meet the Category I requirements, whose private wells were tested for the presence of chlorinated solvents on or before June 30, 2003, and whose combined results for TCE and PCE equaled 4.5 ppb or greater. The Group A owners shall divide 80.1% of the Category I class payments. Class counsel estimate that, if the settlement is approved, Group A owners who fully meet the Category I requirements will receive an average payment of approximately \$31,000.00.

**Group B:** This Group includes the owners of those residences who fully meet the Category I requirements, whose private wells were tested for the presence of chlorinated solvents on or before June 30, 2003, and whose combined results for TCE and PCE were greater than 0 ppb and less than 4.5 ppb. The Group B owners shall divide 17.8% of the Category I class payments. Class counsel estimate that, if the settlement is approved, Group B owners who fully meet the Category I requirements will receive an average payment of approximately \$7000.00.

**Group C:** This Group includes the owners of those residences who fully meet the Category I requirements, whose private wells were tested for the presence of chlorinated solvents on or before June 30, 2003, and whose combined results for TCE and PCE were 0 ppb and/or non-detect. The Group C owners shall divide approximately 1.53% of the Category I class payments. Class counsel estimate that, if the settlement is approved, the Group C owners who fully meet the Category I requirements will receive an average payment of approximately \$600.00.

**Group D:** This Group includes the owners of those residences who fully meet the Category I requirements, and whose private wells were not tested for the presence of chlorinated solvents on or before June 30, 2003. The Group D owners shall divide approximately .57% of the Category I

class payments. Class counsel estimate that, if the settlement is approved, the Group D owners who fully meet the Category I requirements will receive an average payment of approximately \$200.00.

**Sub-group (1): Did not continuously own and reside:** If a person otherwise meets the Category I requirements, and otherwise falls within Group A, B, C, or D, but did not continuously own and reside in the residence from July 1, 2001 through June 30, 2003, the person shall be entitled to receive a pro rata percentage of the applicable Group division. The pro rata percentage shall be calculated by dividing the number of months that the person owned and resided in the property between July 1, 2001 and June 30, 2003 by twenty-four.

**Sub-group (2): Connection prior to June 30, 2003:** If a person otherwise meets the Category I requirements, and otherwise falls within Group A, B, C, or D, but the residence was connected to a public water supply prior to June 30, 2003, the person shall be entitled to receive a pro rata percentage of the applicable Group division. The pro rata percentage shall be calculated by dividing the number of months that the residence was not connected to a public water supply between July 1, 2001 and June 30, 2003 by twenty four.

To the extent a person falls within both sub-group (1) and sub-group (2), the person shall receive the lesser pro rata percentage of the applicable Group division.

**Joint owners/owners-in common:** To the extent any residence was held in joint or common ownership at any time between June 1, 2001 and June 30, 2003, any Category I payments shall be provided as a single distribution to all such joint and/or common owners.

**Category I claim provisions:** In order to receive a category I payment, any person seeking a Category I payment must complete and sign the Proof of Claim included with this notice, and mail it to the settlement administrator by first class mail, **postmarked no later than November 3, 2006**.

Please also note that, except that as provided in this paragraph, all Category I payments will be based on the highest combined results for TCE and PCE from testing, if any, performed by the Illinois Department of Public Health ("IDPH highest combined results for TCE and PCE") which are in the records of the Settlement Administrator. Any person seeking a Category I payment may contact the Settlement Administrator at 1-888-888-6428 to obtain the IDPH highest combined results for TCE and PCE for his residence. If any person's answer to Question No. 4 of the Proof of Claim conflicts with the IDPH highest combined results for TCE and PCE within the records of the Settlement Administrator, such person must attach to his Proof of Claim a copy of any testing results that support his answer to Question No. 4, including any testing results from any testing performed by the Illinois Department of Health or any other person or organization. If a copy of such testing results is not provided with the Proof of Claim, the IDPH highest combined results for TCE and PCE within the records of the Settlement Administrator shall determine the amount of Category I payment that is due.

**Category II payments:**

"Category II payments" shall refer to payments for reimbursement for out of pocket expenses actually incurred to hook up to a public water supply.

The total sum of \$500,000 shall be allocated for Category II payments to persons who owned or resided in residential properties within the Class Area, and who satisfy the following requirements ("Category II requirements"): (1) a private well was the only domestic water source for the residence as of July 1, 2001; (2) the person owned or resided in the residence between July 1, 2001 and June 30, 2003; (3) the residence was connected to a public water supply as a result of the contamination allegedly arising from the Ellsworth Industrial Park; and (4) the residence was not connected to a

public water supply by R. Cleveland Contractors as contracted by DuPage County as a result of the ordinance requiring connection.

All persons who satisfy the Category II requirements, and who comply with the Category II claim provisions, shall be entitled to a Category II payment for reimbursement for out of pocket expenses actually incurred by the person to hook up to a public water supply, provided, however, that reimbursement shall not exceed \$5000 per residence, and the following items are not eligible for reimbursement as Category II payments: (1) \$2000 special water service charge instituted by Village of Downers Grove to the extent such special water service charge was not actually incurred and/or was reimbursed or credited; (2) expenses for plumbing repairs or replacement not directly related to hook-up to a public water supply; (3) expenses for bottled water; and/or (4) expenses for water bills after hook-up to a public water supply.

**Category II claim provisions:** In order to receive a category II payment, any person seeking a Category II payment must: (1) complete and sign the Proof of Claim included with this notice, and mail it to the settlement administrator by first class mail, **postmarked no later than November 3, 2006**; and (2) attach copies of receipts or canceled checks verifying all out of pocket expenses actually incurred to hook up to a public water supply.

**All Category II payments shall be made on a first come, first served basis, and in no event will more than \$500,000 be allocated to Category II payments. In the event that there are less than \$500,000 in claims for Category II payments, any funds remaining shall be allocated on a pro rata basis to those Class Members entitled to receive Category I payments.**

**Category III payments:**

“Category III payments” shall refer to payments for medical monitoring for early detection of cancer.



The total sum of \$600,000 shall be allocated for Category III payments for persons who resided in residential properties within the Class Area, and who satisfy the following requirements ("Category III requirements"): (1) a private well was a domestic water source for the residence as of July 1, 2001, (2) such private well was tested for the presence of chlorinated solvents on or before June 30, 2003, and the combined results for TCE and PCE were greater than 0 ppb; and (3) the person actually consumed and/or was otherwise exposed to water from such private well for a period of at least six months.

All persons who satisfy the Category III requirements, and who comply with the Category III claim provisions, shall be entitled to receive the following medical monitoring for early detection of cancer on a one-time basis: complete blood count, chemistry panel, urinalysis, stool for occult blood, lymphocyte studies (lymphocyte enumeration for helper, suppressor and natural killer cells) and immune globulin studies. All such medical monitoring shall be performed at Advanced Occupational Medicine Specialists, 2615 West Harrison Street, Bellwood, Illinois.

**Category III claim provisions:** In order to receive medical monitoring, any person seeking medical monitoring must: (1) complete and sign the Proof of Claim included with this notice, and mail it to the settlement administrator by first class mail, **postmarked no later than November 3, 2006**; (2) must specify in answer to Question No. 7 and/or No. 8 of the Proof of Claim that the person (and/or his minor child) intends to undergo medical monitoring; and (3) must undergo medical monitoring at Advanced Occupational Medicine Specialists, 2615 West Harrison Street, Bellwood, Illinois no later than 90 days after the Effective Date of the Settlement Agreement, or 90 days after December 7, 2006, whichever is later. **Any person intending to undergo medical monitoring should contact the Settlement Administrator at 1-888-888-6428 on or after December 7, 2006 in order to determine the deadline to undergo medical monitoring and to**

**schedule an appointment for such medical monitoring.**

**All Category III payments shall be made on a first come, first served basis, and in no event will more than \$600,000 be allocated to Category III payments. In the event that there are less than \$600,000 in claims for Category III payments, any funds remaining shall be allocated on a pro rata basis to those Class Members entitled to receive Category I payments.**

**No liability by Settling Defendants for Distribution Methodology.** Ames Supply Co., Arrow Gear Company, Bison Gear & Engineering Corporation, The Fairchild Corporation, Lindy Manufacturing Co., Lovejoy, Inc., Magnetrol International, Inc., The Morey Corporation, Precision Brand Products, Inc., Principal Manufacturing Corp., Rexnord Corporation, RHI Holdings, Inc., Scot, Incorporated, and Tricon Industries, did not participate in the preparation of the foregoing distribution methodology, or the determination of attorneys' fees and expenses or Class Representative payments, and none of them shall have any liability or responsibility in any way relating to such distribution methodology or determinations.

**Timing of Payments to Class Members:** Class Counsel will distribute the Class Payments to the Class promptly upon receipt of the Settlement Total, which shall occur on the Effective Date of the Settlement Agreement or on December 7, 2006, whichever is later.

**Release:** The Settlement Agreement provides that the Class Representatives and the Class shall release the Settling Defendants and the Third Party Defendants as follows: Each of the Class Representatives, and the Class Members, on behalf of themselves and their successors, heirs, assigns, transferees, respective insurers, and representatives, hereby release, remise and forever discharge Ames, Arrow, Bison, Fairchild, Lindy, Lovejoy, Magnetrol, Morey, Precision, Principal, Rexnord, RHI, Scot, Tricon, Corning, Chase, Fusibond, PSW, White Lake, and Helwig, and each of them and their past, present and future officers, directors, agents, employees, shareholders, successors,

predecessors, assignees, parents, subsidiaries, divisions, affiliates, sister corporations, landlords, insurers and representatives (the "Released Parties") from and against all claims, demands, obligations, controversies, suits, cross-claims, torts, costs, losses, attorneys' fees, damages, trespass or nuisance annoyance damages, liabilities, expenses, and causes of actions of any kind whatsoever in law or in equity, arising out of an agreement or imposed by statute, common law or otherwise from the beginning of time to the date this Settlement Agreement becomes effective, whether or not known now, anticipated or suspected, which were or could have been claimed in the Lawsuit, including, but not limited to, any claim for CERCLA response costs, costs of hooking up residences to Lake Michigan water, future water supply costs, vapor intrusion, nuisance, trespass, annoyance, aggravation, property damage, diminution in property value, loss of use, or claim for medical monitoring or fear of personal injury or bodily injury as asserted in the Second Amended Complaint, or any other similar claim in any way related to or based upon the presence in the Class Area of substances allegedly originating from the Ellsworth Industrial Park. This release does not, however, bar the Class Representatives or any Class Member from asserting claims for non-property damage based on actual personal injuries or bodily injuries against any of the Released Parties, other than claims for medical monitoring, the fear of personal or bodily injury, aggravation, annoyance, trespass, or nuisance, asserted in the Second Amended Complaint; provided, however, that the Released Parties reserve all other rights and potential defenses in the event any such claim outside the scope of this release provision is asserted by the Class Representatives or any Class Member.

#### **FAIRNESS HEARING**

A hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place on the 24<sup>th</sup> day of October, 2006 at 9:00 o'clock a.m. before

Judge John W. Darrah in Courtroom 1203 of the United States District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, Illinois 60604.

### **YOUR OPTIONS**

If you do not object to the settlement, complete and sign the Proof of Claim included with this notice, and mail it to the settlement administrator by first class mail, **postmarked no later than November 3, 2006.**

If you object to the settlement, you must file your objection in writing with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, Illinois 60604, and serve a copy of your objection on Class Counsel at the addresses listed below. **The objection must be received by the Clerk of the Court on or before October 10, 2006,** and must include a notice of intention to intervene and appear, including your name and address, proof of your membership in the Class, refer to the name and number of the case, and include a statement of the reasons why you believe that the Court should find that the proposed settlement is not in the best interests of the Class, as well as all documents or writings which you desire the Court to consider. If you do file an objection and wish it to be considered, **you must also appear** at the hearing before Judge John W. Darrah on the 24<sup>th</sup> day of October, 2006 at 9:00 o'clock a.m. Please note that it is not sufficient to simply state that you object. You must, in writing, state reasons why the settlement should not be approved.

If the Agreement is not approved, the Lawsuit will proceed as if no settlement had been attempted. In that event, the Settling Defendants will retain the right to contest the merits of the claims being asserted against them in the Lawsuit. There can be no assurance that if the settlement is not approved, the Class will recover more than is provided for in the settlement, if anything.

### INQUIRIES

Any questions concerning this Notice or the settlement can be directed to Class Counsel at the addresses below or by calling Class Counsel:

Bill Robins III  
Heard, Robins, Cloud & Lubel, L.L.P.  
300 Paseo de Peralta, Suite 200  
Santa Fe, New Mexico 87501  
(505) 986-0600  
(505) 986-0632 (Fax)  
(888) 888-6428 (Toll Free)

PLEASE DO NOT CALL OR WRITE THE CLERK OF THE COURT. THE CLERK OF THE COURT CANNOT ANSWER QUESTIONS CONCERNING THE LAWSUIT OR THE SETTLEMENT.

Dated September 15, 2006.

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, EASTERN DIVISION

**EXHIBIT "A"**

## EXHIBIT "B"

The Class Area is the area in which DuPage County has ordered that, due to the danger posed to the public health, all residences must make a connection to a public water supply and abandon and seal all wells. DuPage County Code, Chapter 16, Article 18-4, Section 18-4.1.8.B (2003). The area is referred to in the ordinance as the Downers Grove Water Improvements Area, and described in the ordinance as follows:

Beginning at a point, said point being the intersection of the centerline of 63rd Street and Dunham Road as now platted, in the West Half of the Southeast Quarter of Section 18, Township 38 North, Range 11, East of the Third Principal Meridian, for the point of beginning; thence Westerly along the centerline of 63rd Street as now platted, to a point on the Westerly line of Downers Grove Park a subdivision in Section 13, Township 38 North, Range 10, East of the Third Principal Meridian recorded 3-23-1927 as Document # 232126; thence Northerly along said Westerly line of Downers Grove Park to the Southeast corner of the following described property (That part of the Southwest Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian, described as follows to-wit: Commencing at the Southeast corner of the Southwest Quarter of Section 13: which is also the center line of 63rd Street; thence West along the South line of said Southwest Quarter, a distance of 213.84 Feet, said point being on the center line of 63rd Street, and the West line of Downers Grove Park subdivision extended; thence North 1 Degree 00 Minutes East along the West Line of subdivision known as Downers Grove Park subdivision, a distance of 614.86 Feet for the place of beginning; thence continuing North on said line, a distance of 99.64 Feet; thence North 89 Degrees 00 Minutes West a distance of 821.5 Feet to a point on the Center Line of Hobson Road, as now platted; thence South 47 Degrees 43 Minutes West, along the Center Line of Hobson Road, as now platted, a distance of 145.33 Feet; thence South 89 Degrees, 00 Minutes East a distance of 927.4 Feet to the place of beginning, in DuPage County, Illinois, commonly known as 08-13-315-001); thence Westerly along the Southerly Line of the previously described property to a point, said point on the Southerly line of Hobson Road, as now platted; thence Northeasterly along the Southerly line of Hobson Road, as now platted, to the Westerly Line of Janes Ave, as now platted; thence Northerly along the extended Westerly Line of Janes Avenue, as now platted, to the Northerly line of Hobson Road, as now platted; thence Southwesterly along the Northerly Line of Hobson Road as now platted to the Westerly Line of Downers Grove Park a subdivision in Section 13, Township 38 North, Range 10, East of the Third Principal Meridian recorded 3-23-1927 as Document # 232126, thence Northerly along the Westerly Line of Downers Grove Park to its Northwest corner: also known as the centerline of 59th Street, as now platted; thence Westerly along the centerline and centerline extended of 59th Street, as now platted to a point on the Easterly Line of I355, as now platted; thence Northerly along the Easterly Line of I355, as now platted to a point on the Southerly Line of Maple Avenue, as now platted; thence Easterly along the Southerly Line of Maple Avenue to the Southwest corner of Walnut Avenue and Maple Avenue, as now platted; thence in a Northeasterly direction to a point, said point being the Northeast corner of Walnut Avenue and Maple Avenue, as now platted; thence Northerly along the Easterly Line of Walnut Avenue, as now platted, to the intersection of the Southeasterly corner of Walnut Avenue and Elmore Avenue, as now platted; thence Easterly along the Southerly line of Elmore Avenue and Elmore Avenue as it turns to the North to the intersection of the Southerly line of Elmore Avenue and Inverness Avenue, as now platted; thence Easterly along the Southerly Line of Inverness Avenue, as now platted, and said southerly line extended to a point on the Easterly line of Belmont Road, as now platted; thence Northerly along the easterly line of Belmont Road, as now platted to the Southerly line of Wisconsin Avenue, as now platted; thence Easterly along the Southerly line of Wisconsin Avenue as now platted to the Easterly line of Arthur T. Mc Intosh's Belmont Farms Resubdivision of Lots 13 & 14, a resubdivision in the Southeast Quarter of Section 12, Township 38 North, Range 10, East of the Third Principal Meridian, recorded on 7-9-1925 as Document # 195882; thence Northerly along the Easterly line and said Easterly Line extended of Arthur T. Mc Intosh's Belmont Farms

Resubdivision of Lots 13 & 14 to the Northwest corner of Lot 13 in Arthur T. Mc Intosh and Company's Belmont Farms a subdivision in Section 12, Township 38 North, Range 10, East of the Third Principal Meridian recorded on 1-1-1950 as document # 134268; thence Easterly along a line to the Southwest Corner of Lot 14 in Bending Oaks North, a subdivision in Section 12, Township 38 North, Range 10, and Section 7, Township 38 North, Range 11, East of the Third Principal Meridian, recorded on 6-28-1988 as Document # 068661, thence Northerly along the Westerly Line of Bending Oaks North and its Westerly Line of Lot 14 to the Northwest Corner of said Lot 14; thence Easterly along the Northerly line of Bending Oaks North to the Southwest corner of Lot 55 in Arthur T. Mc Intosh and Company's Highwoods Addition to Belmont a subdivision in Section 12, Township 38 North, Range 10, and Section 7, Township 38 North, Range 11, East of the Third Principal Meridian recorded on 3-10-1924 as Document # 175033, thence Easterly along the Southerly Line of Lot 55 in Arthur T. Mc Intosh and Company's Highwoods Addition to Belmont to the Southeast corner of Lot 55, thence Easterly from the Southeast corner of Lot 55 to the Southwest corner of Lot 24 in Marshall Field Woodland Homes 1st Addition. A subdivision in Section 7, Township 38 North, Range 11, East of the Third Principal Meridian, Recorded on 10-2-1920 as Document # 144597; thence Easterly along the Southerly line of Lot 24 and Lot 6 in Marshall Field Woodland Homes 1st Addition to the Southeast corner of Lot 6 in Marshall Field Woodland Homes 1st Addition; thence Southerly along the Easterly Line of Marshall Field Woodland Homes 1st Addition to a point on the Southerly line of the Southwest Quarter of Section 7, Township 38 North, Range 11, East of the Third Principal Meridian; thence Easterly along the Southerly line of the Southwest Quarter of Section 7, Township 38 North, Range 11 and the Southeast Quarter of Section 7, Township 38 North, Range 11, to a point, said point also known as the Northwest corner of Branigar Brothers Downers Grove Farms a subdivision in Sections 17 and 18, Township 38 North, Range 11, East of the Third Principal Meridian recorded on 1-1-1950 as Document # 144285; thence Southerly along said Westerly Line and Westerly Line extended of Branigar Brothers Downers Grove Farms, said Westerly Line also known as the centerline of Dunham Road to the centerline intersection of Dunham Road, as now platted and 63rd Street as now platted for termination of the boundary for the Downers Grove Water Improvements Area, in DuPage County, Illinois for.

The Downers Grove Water Improvements Area encompasses parts of the following sections:

Lisle Township 08 Section 12 Southwest Township 38 North, Range 10, East;  
Lisle Township 08 Section 12 Southeast Township 38 North, Range 10, East;  
Lisle Township 08 Section 13 Northwest Township 38 North, Range 10, East;  
Lisle Township 08 Section 13 Northeast Township 38 North, Range 10, East;  
Lisle Township 08 Section 13 Southwest Township 38 North, Range 10, East;  
Lisle Township 08 Section 13 Southeast Township 38 North, Range 10, East;  
Lisle Township 08 Section 14 Northeast Township 38 North, Range 10, East.



ANN MUNIZ and ED MUNIZ,  
JOSEPH and DIANE SHROKA,  
Individually and on Behalf of  
All Others Similarly Situated,

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

VS.

REXNORD CORPORATION, AMES  
SUPPLY CO., THE MOREY  
CORPORATION, SCOT INCORPORATED,  
LINDY MANUFACTURING CO.,  
PRECISION BRAND PRODUCTS, INC.,  
TRICON INDUSTRIES, INC., and  
MAGNETROL INTERNATIONAL, INC.

TO: All "Class Members" in the above-referenced case, who are defined as "persons who currently, or in the past, own(ed) or reside(d), on property within the area generally bounded by Wisconsin to the north, 63<sup>rd</sup> Street to the south, Dunham Street to the east, and Interstate 355 to the west (provided however, the specific class area is more particularly described on the map attached hereto as Exhibit "A" and by the legal description which is attached as Exhibit "B" hereto) whose properties have been impacted, or a threat exists that it will be impacted, by hazardous substances released within the Ellsworth Industrial Site."

This Proof of Claim is being sent to you in connection with the Notice of Proposed Settlement in *Muniz v. Rexnord*, Case No. 1:04-cv-02405, which is pending in the United States District Court for the Northern District of Illinois.

Please complete this Questionnaire promptly and return it by First Class Mail, **Postmarked No Later Than November 3, 2006**, to:

FAILURE TO SUBMIT YOUR PROOF OF CLAIM BY **NOVEMBER 3, 2006** WILL SUBJECT YOUR PROOF OF CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY OR OTHER BENEFITS IN CONNECTION WITH THE SETTLEMENT. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT. ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM DIRECTLY TO THE SETTLEMENT ADMINISTRATOR. YOU WILL BEAR ALL RISKS OF DELAY OR NON-

DELIVERY OF YOUR CLAIM.

**QUESTIONS ARE TO BE ADDRESSED TO SETTLEMENT ADMINISTRATOR**

Any questions or inquiries concerning the Proof of Claim should be addressed to:

Bill Robins III, Settlement Administrator  
Heard, Robins, Cloud & Lubel, L.L.P.  
300 Paseo de Peralta, Suite 200  
Santa Fe, New Mexico 87501  
(505) 986-0600  
(888) 888-6428 (Toll Free)

Please do not address any questions or inquiries concerning this Proof of Claim to the Court.

**INSTRUCTIONS**

Please complete this Proof of Claim as completely and accurately as possible. When you have completed this Proof of Claim, sign it and return it via First Class Mail.

**QUESTIONS**

1. If you have ever **owned** a residence within the Class Area described on the front page of this Proof of Claim, please answer the following:

Your name:

\_\_\_\_\_

Your current address:

\_\_\_\_\_

Your current phone numbers:

\_\_\_\_\_

\_\_\_\_\_

Your social security number:

\_\_\_\_\_

Your date of birth:

\_\_\_\_\_

Address(es) of any residence(s) within  
the Class Area that you have owned:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of your ownership:

\_\_\_\_\_

Name and Current Address of any person  
that **has co-owned** the residence(s)  
with you during the dates of your ownership  
(If spouse or former spouse, please specify)  
(If co-ownership was not continuous with  
dates of your ownership, please specify dates  
of co-ownership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. If you **also resided within** any residence identified by you in answer to question no. 1, then provide the following:

Address(es) of any residence within the Class Area that you have both **owned and resided within**:

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Dates during which you both **owned and resided within** the residence(s)

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3. If you have ever **resided within** a residence within the Class Area described on the front page of this Proof of Claim, **but you did not own the residence**, please answer the following:

Your name:

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Your current address:

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Your current phone numbers:

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Your social security number:

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Your date of birth:

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Address(es) of any residence(s) within the Class Area in which you resided:

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Dates of your residence:

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4. If a private water well was **only** domestic water source for any residence identified by you in answer to Question No. 2 **during the dates in which you owned and resided within the residence**, and the private water well was tested for the presence of chlorinated solvents on or before June 30, 2003, then provide the following:

Address(es) of any residence in which the private water well was the only domestic water source for the residence:

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Dates during which the private water well was only domestic water source for the residence:

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Combined laboratory results in ppb of  
TCE and PCE for the private water well  
that was tested for the presence of  
chlorinated solvents or on before  
June 30, 2003: \_\_\_\_\_

**Except as provided in this paragraph, all Category I payments will be based on the highest combined results for TCE and PCE from testing, if any, performed by Illinois Department of Health ("IDPH highest combined results for TCE and PCE") which are in the records of the Settlement Administrator. Any person seeking a Category I payment may contact the Settlement Administrator at 1-888-888-6428 to obtain the IDPH highest combined results for TCE and PCE for his residence in order to answer this Question. If any person's answer to this Question conflicts with the IDPH highest combined results for TCE and PCE within the records of the Settlement Administrator, such person must attach to this Proof of Claim a copy of any testing results that support his answer to this Question, including any testing results from any testing performed by the Illinois Department of Health or any other person or organization. If a copy of such testing results is not provided with this Proof of Claim form, the IDPH highest combined results for TCE and PCE within the records of the Settlement Administrator shall determine the amount of Category I payment that is due.**

5. If any residence(s) identified by you in answer to Question No. 1, 2, or 3 was connected to a public water supply as a result of the contamination arising from the Ellsworth Industrial Park, then provide the following:

Address of residence: \_\_\_\_\_

Date when such connection took place: \_\_\_\_\_

Amount of any out of pocket expenses  
actually incurred by you to hook up  
to a public water supply: \$ \_\_\_\_\_

**Please attach copies of receipts or canceled checks verifying all out of pocket expenses actually incurred by you to hook up to a public water supply.**

6. If a private water well was a domestic water source for any residence identified in answer to Question No. 2 or 3 at any time during which you resided within the residence, and the private water well was tested for the presence of chlorinated solvents on or before June 30, 2003, then provide the following:

Address(es) of any residence in which the  
private water well was a domestic  
water source for the residence: \_\_\_\_\_

Dates during which the private water  
well was a domestic water source  
for the residence: \_\_\_\_\_

Combined laboratory results in ppb of  
TCE and PCE for private water well  
that was tested for the presence of  
chlorinated solvents or on before  
June 30, 2003: \_\_\_\_\_

Dates during which you actually consumed  
or were otherwise exposed to water from the  
private water well: \_\_\_\_\_

Names and current ages of any of your minor children that actually consumed or were otherwise exposed to water from the private water well and dates of any such exposure

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7. If you indicated in answer to question no. 6 that you actually consumed or were otherwise exposed to water from the private water well for a period of at least six months, do you intend to undergo medical monitoring as described on page 9 of the Notice of Proposed Settlement?

Answer "Yes" or "No":

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8. If you indicated in your answer to question no. 6 that any of your minor children actually consumed or were otherwise exposed to water from the private water well for a period of at least six months, do you intend to have any such minor child undergo medical monitoring as described on page 9 of the Notice of Proposed Settlement?

Answer "Yes" or "No":

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**Please note that if your child is currently 18 years of age or older, he/she will need to fill out his/her own Proof of Claim in order to be eligible to undergo medical monitoring.**

9. If you answered "Yes" to question no. 8, please identify by name and age all of your minor children that you intend to have undergo medical monitoring as described on page 9 of the Notice of Proposed Settlement:

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**CERTIFICATION AND SIGNATURE**

I/We certify that I am/we are NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the word "NOT" in the certification above.

I/We have read the foregoing Proof and Claim and Release and certify that all of the information contained herein, and in the supporting documents attached hereto, is true, correct, and complete to the best of my/our knowledge, information and believe, and that this form was freely executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 in \_\_\_\_\_, \_\_\_\_\_.  
(City) (State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
(Print your name here)